

HERITAGE LANDING
1986

320 671

DECLARATION OF RESTRICTIVE COVENANTS
FOR
HERITAGE LANDING SUBDIVISION

THIS DECLARATION, Made as of the 12th day of November, 1986, by HERITAGE LANDING ASSOCIATES, a Virginia General Partnership, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of certain property situated in the County of James City, Virginia, shown on that certain plat entitled, "PLAT OF HERITAGE LANDING SUBDIVISION SECTION ONE AND SECTION TWO", dated October 22, 1986, made by AES, Architecture, Engineering, Surveying, Planning, duly recorded in the Clerk's Office of the Circuit Court of the County of James City, Virginia, in Plat Book 43, at page 91-92; and

WHEREAS, the Heritage Landing Subdivision has been planned as a residential neighborhood of the highest quality, setting new standards of excellence within James City County, and offers beautiful and well maintained surroundings, large wooded lots, residences of highest quality and architectural beauty; and

WHEREAS, it is the intention of Declarant that the community be maintained and regulated in such a way as to protect and preserve all of these qualities for the good of the majority of the inhabitants of Heritage Landing; and

WHEREAS, Declarant wishes to declare and make known the easements, restrictions, covenants and reservations to which said property shall be subject; and

WHEREAS, to further provide that Declarant's successors or assigns may exercise its rights, the term "Declarant" shall mean its successors or assigns;

NOW, THEREFORE, Declarant hereby declares that said property shall be held by it subject to the following covenants, conditions, restrictions, easements and reservations:

1. THE LAND.

The natural beauty of the land shall be protected and preserved to the greatest extent possible.

1.1 The natural grade of the land shall not be altered without prior approval of the Heritage Landing Architectural Committee (HLAC).

1.2 No trees in excess of six inches in diameter at a point two feet above ground level shall be removed without prior approval of the HLAC.

1.3 Areas left in their natural wooded state shall be cleared of fallen trees and branches and of excess underbrush and so maintained.

1.4 Areas converted to lawns and other landscaped areas shall be maintained in a neat and attractive state.

2. LAND USE.

2.1 All of the numbered lots shall be used exclusively for residential purposes with only one single family residence per lot. No additional, adjacent or connected buildings to house, additional persons for rent or other purposes will be permitted.

2.2 No businesses shall be conducted from these residences or on these lots wherein any evidence of said businesses is visible from without the residence. This includes signs, marked vehicles, equipment and materials. Neither may any home business generate a stream of traffic to constitute a nuisance to the neighbors.

2.3 No lots may be subdivided.

2.4 No animals, livestock, or poultry of any kind may be kept on any lot except dogs, cats, or other household pets provided they are not kept, bred, or maintained for any commercial purpose. No family shall have more than a total of three dogs and cats. Animals must be properly managed so as not to be a nuisance to neighbors by barking or trespass.

2.5 No lot shall be used or maintained as a dumping ground for rubbish or other material prior to construction. During construction the area will be kept in a reasonably neat and clean condition by the builder although some debris must be expected. After occupancy the property shall be kept in a good state of maintenance by the owner. Trash, garbage, and other

waste shall not be kept except in sanitary containers which shall be enclosed in a screening structure or shall be installed underground. Incinerators will not be permitted and all trash and refuse must be picked up and hauled away.

2.6 Easements shown on the plan for streets, drainage, utilities, screening, beautification, or recreation are for the benefit of the residents of Heritage Landing Subdivision and may be changed only by the County of James City. The Declarant reserves the right to require additional easements not to exceed five feet in width along any property line if drainage problems develop at a later date and require such easements.

3. RESIDENCES.

3.1 All construction plans for any building, including architecture, siting, grading, driveway and parking areas, color and materials, and other pertinent details shall be submitted to the HLAC for review and approval prior to commencement of construction. The HLAC must also approve add-on construction such as decks, fences, outbuildings, etc. If no action is taken by the HLAC within thirty (30) days after receipt of all required material, approval shall not be required and this paragraph shall be deemed fully satisfied.

3.2 The HLAC will consist initially of three (3) members appointed by Declarant. Upon completion of all development, HLAC shall be dissolved.

3.3 While the emphasis in Heritage Landing will be on design and construction excellence, rather than on size, the following minimum sizes are recommended for the buildings. One story buildings shall have a minimum of 1,500 square feet of living space, one and one half story buildings a minimum of 1,600 square feet of living space and two story buildings shall have a minimum of 1,800 square feet of living space. Living space shall be heated areas exclusive of basements, porches, decks, breezeways, and garages. Any variances of these minimum size requirements must be approved by the HLAC.

3.4 A variety of architectural styles are desired in Heritage Landing. Single story, two story and split level are anticipated. The land elevation and topography supports the use of some basements. Period designs should strive for authenticity. Contemporary designs should be tasteful and seek to blend with the land. The blending of contrasting architecture will be facilitated by the use of earthtone colors and materials. Bright or strident colors will be discouraged.

3.5 Closely similar designs must be sufficiently separated so as to not call attention to the similarity.

3.6 Garages are required. Side or rear entry is preferred, but not required.

3.7 All dwellings shall be served by underground utility service, including sewer, gas, electric, telephone and cable television. All dwellings shall have minimum 200 amp electric service. No above ground utilities will be permitted.

3.8 The following additional restrictions will be observed in the intent of preserving the architectural integrity of the buildings:

a. No external antennas or satellite dishes of any description, unless hidden from view from the street and adjoining residences and after obtaining approval first from the HLAC.

b. No window air conditioners.

c. No clotheslines unless small and well screened and approved by HLAC.

d. No fencing nearer to the street than the front of the residence and no fencing shall be erected prior to obtaining the approval of HLAC.

e. No solar or energy panels to be visible from the street or to any other residence.

f. No carports shall be erected on any lot or attached to any residence.

- g. No structure of a temporary character, trailer, tent, shack, shed or other outbuilding shall be built or used on any lot as a residence or for storage.
- h. No chain link fence except around dog runs, limited to 120 square feet of run area.
- i. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.
- j. All driveways shall extend to the street and it is recommended that they be either gravel or concrete so as to blend with the streets.
- k. Outbuildings and fencing may be constructed or installed only with the permission of the HLAC.
- l. No exposed bright metal is permitted (flashing, screens, windows).
- m. All chimneys will be of brick except for special architectural reasons approved by the HLAC.

4. VEHICLES.

Since the unregulated use of vehicles can destroy the appearance of a neighborhood the following restrictions will apply.

- 4.1 Overnight parking in the street will not be permitted except on an emergency basis.
- 4.2 No more than three ungaraged vehicles will be permitted to be consistently parked on the premises, and these must be in the driveway or on a parking apron off the driveway. These vehicles will be restricted to licensed, operable automobiles, mini-vans and pickup trucks not to exceed 3/4 ton in capacity.
- 4.3 Pickup trucks over 3/4 ton capacity, recreational vehicles and boats on trailers must be garaged. Recreational vehicles too large to garage and large vans may be stored

behind the house on a parking apron with suitable screening to minimize unsightliness and with a total of one per family. The parking and screening must be approved by the HLAC. Trailers, buses and trucks over 3/4 ton capacity are not permitted.

4.4 No major vehicle maintenance or overhaul of ungaraged vehicles will be permitted if unsightly and requiring more than two days.

5. TERM.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

6. ENFORCEMENT.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violating or to recover damages, reasonable attorney's fees and court costs or both.

7. SEVERABILITY.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Heritage Landing Associates, a Virginia General Partnership, caused the execution of these Restrictions by Jeff Weeks, Managing General Partner, this 15th day of November, 1982.

HERITAGE LANDING ASSOCIATES,
A Virginia General Partnership

By: [Signature]
JEFF WEEKS, Managing General Partner

BOOK 320 PAGE 677

STATE OF VIRGINIA
City/County of Newport News, to-wit:

I, Joseph H. Lathum Jr., a Notary Public in and for the City and State aforesaid, do certify that Jeff Weeks, Managing General Partner, on behalf of Heritage Landing Associates, whose name is signed to the foregoing Declaration dated the 19 day of November, 1986, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this 19 day of November, 1986.


Notary Public

My commission expires: 12/15/87

VIRGINIA: City of Williamsburg and County of James City
I, the Clerk of the office of the Clerk of the City of Williamsburg and County of James City, do hereby certify that the foregoing instrument presented with certificate annexed and admitted to record at 9:17 o'clock on the 20 day of Nov, 1986 This Richard
Teste: Helene S. Ward, Clerk
by Helene S. Ward
Clerk

PLAT RECORDED IN
P.L. NO. 43 PAGE 91 & 92

DEED

THIS DEED, MADE the 7th day of November, in the year
19 86, between

Heritage Landing Associates, a Virginia General Partnership

party(ies) of the first part, and

C. Lewis Waltrin II, Inc., a Virginia corporation

party(ies) of the second part.

WITNESSETH: That for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said party(ies) of the first part does grant and convey, with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE unto the said party(ies) of the second part

the following described property, to-wit:

All those certain lots, pieces or parcels of land lying and being in James City County Virginia known as Lots 11, 13, and 18, Heritage Landing Subdivision, Section 1, and more particularly described on that certain plat entitled: "PLAT OF HERITAGE LANDING SUBDIVISION, SECTION ONE, OWNER/DEVELOPER: HERITAGE LANDING ASSOCIATES, JAMES CITY COUNTY, VIRGINIA" dated October 22, 1986, and made by AES, a professional corporation, Williamsburg, Virginia, and recorded this date in the plat books of the Circuit Court for the City of Williamsburg and County of James City.

ANDERSON, EMMETT & FRANCH, P.C.

ATTORNEYS AT LAW
POST OFFICE DRAKERS O
WILLIAMSBURG, VIRGINIA 23187

This conveyance is made subject to all easements, restrictions, and limitations of record or apparent on the ground.

WITNESS the following signatures and seals:

HERITAGE LANDING ASSOCIATES
a Virginia General Partnership
By: [Signature] (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF VIRGINIA

CITY/COUNTY OF Newport News

The foregoing instrument was acknowledged before me this 19 day of November
19 86, by Jeff Wards, Carl Patten of HERITAGE LANDING
ASSOCIATES, a Virginia General Partnership

a _____ on behalf of the _____).

[Signature]
Notary Public

My commission expires 12/15/87

STATE OF VIRGINIA

CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____
19 _____, by _____

(_____ of _____

a _____ on behalf of the _____).

Notary Public

VIRGINIA City of Williamsburg and County of James City In and
to the Clerk's Office of the _____ for the City of Williamsburg and County of
James City the _____ day of _____ 1986
this deed was presented with its certificate annexed and admitted to record
at _____ o'clock this date imposed by Sect. 58-54 (a) and (b) of the code
have been paid

STATE TAX LOCAL TAX ADDITIONAL TAX
\$ 116.50 \$ 55.00 \$ Annexation EMMETT & FRANK, P.C.
Telle Helene S. Ward, Clerk [Signature] ATTORNEY AT LAW
By [Signature] POSTOFFICE DRAWER 0
Supt. Clerk WILLIAMSBURG, VIRGINIA 23187

My commission expires _____

FIRST AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANTS
FOR
HERITAGE LANDING SUBDIVISION

THIS FIRST AMENDMENT TO THE DECLARATION, Made as of the 30th day of December, 1986, by HERITAGE LANDING ASSOCIATES, a Virginia General Partnership, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of certain property situated in the County of James City, Virginia, shown on that certain plat entitled, "PLAT OF HERITAGE LANDING SUBDIVISION SECTION ONE AND SECTION TWO", dated October 22, 1986, made by AES, Architecture, Engineering, Surveying, Planning, duly recorded in the Clerk's Office of the Circuit Court of the County of James City, Virginia, in Plat Book 43, at pages 91 and 92; and

WHEREAS, the Heritage Landing Subdivision has been planned as a residential neighborhood of the highest quality, setting new standards of excellence within James City County, and offers beautiful and well maintained surroundings, large wooded lots, residences of highest quality and architectural beauty; and

WHEREAS, it is the intention of Declarant that the community be maintained and regulated in such a way as to protect and preserve all of these qualities for the good of the majority of the inhabitants of Heritage Landing; and

WHEREAS, Declarant wishes to declare and make known the easements, restrictions, covenants and reservations to which said property shall be subject; and

WHEREAS, to further provide that Declarant's successors or assigns may exercise its rights, the term "Declarant" shall mean its successors or assigns;

NOW, THEREFORE, Declarant hereby declares that said property shall be held by it subject to the following covenants, conditions, restrictions, easements and reservations:

1. THE LAND.

The natural beauty of the land shall be protected and preserved to the greatest extent possible.

1.1 The natural grade of the land shall not be altered without prior approval of the Heritage Landing Architectural Committee (HLAC).

1.2 No trees in excess of six inches in diameter at a point two feet above ground level shall be removed without prior approval of the HLAC.

1.3 Areas left in their natural wooded state shall be cleared of fallen trees and branches and of excess underbrush and so maintained.

1.4 Areas converted to lawns and other landscaped areas shall be maintained in a neat and attractive state.

2. LAND USE.

2.1 All of the numbered lots shall be used exclusively for residential purposes with only one single family residence per lot. No additional, adjacent or connected buildings to house, additional persons for rent or other purposes will be permitted.

2.2 No businesses shall be conducted from these residences or on these lots wherein any evidence of said businesses is visible from without the residence. This includes signs, marked vehicles, equipment and materials. Neither may any home business generate a stream of traffic to constitute a nuisance to the neighbors.

2.3 No lots may be subdivided.

2.4 No animals, livestock, or poultry of any kind may be kept on any lot except dogs, cats, or other household pets provided they are not kept, bred, or maintained for any commercial purpose. No family shall have more than a total of three dogs and cats. Animals must be properly managed so as not to be a nuisance to neighbors by barking or trespass.

2.5 No lot shall be used or maintained as a dumping ground for rubbish or other material prior to construction. During construction the area will be kept in a reasonably neat and clean condition by the builder although some debris must be expected. After occupancy the property shall be kept in a good state of maintenance by the owner. Trash, garbage, and other waste shall not be kept except in sanitary containers which shall be enclosed in a screening structure or shall be installed underground. Incinerators will not be permitted and all trash and refuse must be picked up and hauled away.

2.6 Easements shown on the plan for streets, drainage, utilities, screening, beautification, or recreation are for the benefit of the residents of Heritage Landing Subdivision and may be changed only by the County of James City. The Declarant reserves the right to require additional easements not to exceed five feet in width along any property line if drainage problems develop at a later date and require such easements.

3. RESIDENCES.

3.1 All construction plans for any building, including architecture, siting, grading, driveway and parking areas, color and materials, and other pertinent details shall be submitted to the HLAC for review and approval prior to commencement of construction. The HLAC must also approve add-on construction such as decks, fences, outbuildings, etc. If no action is taken by the HLAC within thirty (30) days after receipt of all required material, approval shall not be required and this paragraph shall be deemed fully satisfied.

3.2 The HLAC will consist initially of three (3) members appointed by Declarant. Upon completion of all development, HLAC shall be dissolved.

3.3 While the emphasis in Heritage Landing will be on design and construction excellence, rather than on size, the following minimum sizes are recommended for the buildings. One story buildings shall have a minimum of 1,500 square feet of living space, one and one half story buildings a minimum of 1,600 square feet of living space and two story buildings shall have a

minimum of 1,800 square feet of living space. Living space shall be heated areas exclusive of basements, porches, decks, breezeways, and garages. Any variances of these minimum size requirements must be approved by the HLAC.

3.4 A variety of architectural styles are desired in Heritage Landing. Single story, two story and split level are anticipated. The land elevation and topography supports the use of some basements. Period designs should strive for authenticity. Contemporary designs should be tasteful and seek to blend with the land. The blending of contrasting architecture will be facilitated by the use of earthtone colors and materials. Bright or strident colors will be discouraged.

3.5 Closely similar designs must be sufficiently separated so as to not call attention to the similarity.

3.6 Garages are required. Side or rear entry is preferred, but not required.

3.7 All dwellings shall be served by underground utility service, including sewer, gas, electric, telephone and cable television. All dwellings shall have minimum 200 amp electric service. No above ground utilities will be permitted.

3.8 The following additional restrictions will be observed in the intent of preserving the architectural integrity of the buildings:

a. No external antennas or satellite dishes of any description, unless hidden from view from the street and adjoining residences and after obtaining approval first from the HLAC.

b. No window air conditioners.

c. No clotheslines unless small and well screened and approved by HLAC.

d. No fencing nearer to the street than the front of the residence and no fencing shall be erected prior to obtaining the approval of HLAC.

e. No solar or energy panels to be visible from the street or to any other residence.

f. No carports shall be erected on any lot or attached to any residence.

g. No structure of a temporary character, trailer, tent, shack, shed or other outbuilding shall be built or used on any lot as a residence or for storage.

h. No chain link fence except around dog runs, limited to 120 square feet of run area.

i. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period, other than on Lots 25 and 26, Section 1, temporary and permanent signs not to exceed 4' x 6' may be erected to reflect the entrance to and the name of the subdivision, to be erected at the discretion of Heritage Landing Associates.

j. All driveways shall extend to the street and it is recommended that they be either gravel or concrete so as to blend with the streets.

k. Outbuildings and fencing may be constructed or installed only with the permission of the HLAC.

l. No exposed bright metal is permitted (flashing, screens, windows).

m. All chimneys will be of brick except for special architectural reasons approved by the HLAC.

4. VEHICLES.

Since the unregulated use of vehicles can destroy the appearance of a neighborhood the following restrictions will apply.

4.1 Overnight parking in the street will not be permitted except on an emergency basis.

4.2 No more than three ungaraged vehicles will be permitted to be consistently parked on the premises, and these must be in the driveway or on a parking apron off the driveway. These vehicles will be restricted to licensed, operable automobiles, mini-vans and pickup trucks not to exceed 3/4 ton in capacity.

4.3 Pickup trucks over 3/4 ton capacity, recreational vehicles and boats on trailers must be garaged. Recreational vehicles too large to garage and large vans may be stored behind the house on a parking apron with suitable screening to minimize unsightliness and with a total of one per family. The parking and screening must be approved by the HLAC. Trailers, buses and trucks over 3/4 ton capacity are not permitted.

4.4 No major vehicle maintenance or overhaul of ungaraged vehicles will be permitted if unsightly and requiring more than two days.

5. TERM.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

6. ENFORCEMENT.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violating or to recover damages, reasonable attorney's fees and court costs or both.

7. SEVERABILITY.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Heritage Landing Associates, a Virginia General Partnership,

caused the execution of these Restrictions by Jeff Weeks, Managing General Partner, this 30th day of December, 1986.

HERITAGE LANDING ASSOCIATES,
A Virginia General Partnership

By: Jeff Weeks
JEFF WEEKS, Managing General Partner

STATE OF VIRGINIA
City/County of King and News, to-wit:

I, Joseph H. Little, a Notary Public in and for the City and State aforesaid, do certify that Jeff Weeks, Managing General Partner, on behalf of Heritage Landing Associates, whose name is signed to the foregoing Declaration dated the 30 day of Dec, 1986, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this 7 day of Dec, 1986.

[Signature]
Notary Public

My commission expires: 12/5/87

VIRGINIA: City of Williamsburg and County of James City, to-wit:
In the Clerk's office of the City of Williamsburg and County of James City, Virginia, this 13 day of Jan, 1987 the Restrictions presented with certificate annexed and acknowledged at 8:55 o'clock
Teste Helene S. Ward, Clerk
by [Signature]
Deputy Clerk